

POLITICAL ACTION UPDATE

The University Council's Political Activities Committee decided at its statewide meeting to focus on tax reform (such as Proposition 167, the "Tax the Rich" initiative), UC budget priorities, restructuring the Regents and UC administration, and future amendments to HEE-RA (the legislation which provides the framework for our collective bargaining). The Committee plans to investigate the 1993-94 UC budget, lobby legislators, organize a Sacramento Lobby Day, and coordinate the work of political action committees in each of the campus locals.

At the beginning of November, Assemblyman Tom Umberg (D), Garden Grove, addressed a group of faculty, librarians, staff and students at UC Irvine. At the invitation of UC-AFT local president, Sylvester Klinicke, the Associated Graduate Students and the College Democrats, Umberg spoke on "The Budget Crisis in Education in California." The Assemblyman, the

only Orange County Democrat in the state legislature, reaffirmed his skepticism of the UC Regents and Administration by stating that "any more abuse will involve legislative action at the top level"...and that the UC budget "is going to see much greater scrutiny." This talk was one of a number of political forums sponsored by Irvine Local 2226.

At the November Regents Meeting, the UC-AFT held a press conference. Among those speaking were UCB Professor Charles Schwartz, a UC-AFT member and vocal proponent of democracy in the University. Regent Alex Wong and UC Student Association President Tobin Freid both spoke on the student fee problem. Despite student protest of the 20% fee increase and threatened arrest by UC police during the meeting, the Regents voted for the increase as part of a system-wide proposal for the 1993-94 budget. UC-AFT opposes the 20% increase and will support the UC

Students Association in conducting a petition drive.

Along with a fee increase, administrators at the November Regents meeting stated that they plan to cut approximately 680 faculty positions, 250 teaching assistant positions and numerous instructional support staff positions. While the Regents supported a 4.5% increase in chancellors' salaries in November, they voted in December to reject proposed \$30,000 salary adjustments for Chancellors Tien (Berkeley), Pister (Santa Cruz) and Orbach (Riverside) which were intended to bring their salaries into line with that of Chancellor Young (UCLA), who currently earns \$204,000. Regent John Davies, the new Wilson appointee, made the motion, which was carried 7-5.

Karen Maxson
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PERSPECTIVE

Volume 7, Number 2

News For All University of California Academics

February 1993

Merit, Appointments, VERIP

NEW "UNFAIRS" FIGHT UNIVERSITY UNILATERALISM

California's number 1 public employer "labor outlaw" is at it again. UC management continues to ignore its obligations under law and contract, and UC-AFT continues to stand against these violations using unfair labor practice charges before the State's Public Employment Relations Board as its vehicle.

Two new Union charges dealing with new appointment problems and VERIP (Voluntary Early Retirement Incentive Program) improprieties have been added to the books while a third case centering on merit procedure violations is nearing initial decision.

Appointments

Growing budget problems have had negative impacts throughout the University, but nowhere more severe than in the labor relations area as various University officials have begun to seize on these difficulties as the excuse for violating employee rights. In one such case, Deans at Berkeley entered into a "pact" pledging among themselves to reduce lecturer time bases in response to unknown budget problems which they expected sometime in the future. This was done subsequent to the completion of legitimate contract procedures which had, in most cases, identified continuing instructional need. Rather than issue the required appointments -- and use the contractually permissible layoff process at some unknown point in the future if budgets were bad -- appointments were simply reduced or denied.

Similar problems have also arisen at Davis and have been amended into the Berkeley charge. If you are

aware of such problems on your campus, let the Union know so that further action can be taken with PERB.

VERIP

In another budget related case, University Administrators managed to take a good program designed to help both the University budget and its employees -- VERIP -- and turn it into major violation of employee rights. The VERIP case, in fact, demonstrates just how far the bureaucracy is prepared to go to ignore and cover up its own mistakes.

When VERIP was first announced, the University made efforts to assure student and faculty constituencies that no significant damage would be done to the academic program due to expected volume of early retirements. Retirement

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UNION WINS FIRST EVER CONTRACT ARBITRATION

For years University Administration has refused to agree to full-scope binding arbitration as the best way to adjudicate disputes under its various collective bargaining agreements. The recent experience of UC-AFT -- winning the first-ever cases filed under the limited Unit 18 (lecturer) contract arbitration procedure currently available -- provides ample evidence to explain the University's position. Contract arbitrations provide timely resolution of disputes; they are relatively inexpensive; and when experienced neutrals examine the cavalier way in which UC Administration operates under its collective bargaining agreements, they find for the Union!

Merit Is Arbitrable

In a case stemming from the delayed payment of merit awards in 1990-91, Arbitrator Charles Askin

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WHERE SHOULD THE CUTS BE MADE?

Recent analysis of the UC budget history over the last 25 years reveals that as much as one-half the present general UC administrative budget may be excess fat! While the number of students in the UC system has grown by 97% during that time (from 79,293 students in 1966-67 to 156,371 in 1991-92), the academic staff has grown only 68% and other instructional staff by only 61%, while the general administrative staff and the institutional support staff have grown by 123% and 182%, respectively.

This disparity is all the more alarming since one would normally expect central administrative staff to grow more slowly than, or less than proportionately to, the increase in students and faculty, due to economies of scale and productivity improvements due to automation.

The independent study of the UC budgets was done by Professor Emeritus Charles Schwartz, recently retired from the Physics Department at UC Berkeley. Professor Schwartz has begun to analyze the voluminous

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From the President...

I've been reading about ethnicity lately, for a project I'm involved in at UCLA, and that's brought to my mind two sayings from my own ethnic background, things I heard from my Chicago-born and bred Irish Catholic clan. "You can't fight City Hall." Well, at least you couldn't fight Mayor Daley—father of the present mayor. There was a peculiar Chicago subtext to that sentiment, one I first found myself muttering in a campaign for tenants' rights in the '70's. "You can't win against City Hall, but if you don't keep fighting, they'll flatten you." The other saying is more troubling—"England's trouble is Ireland's opportunity." I'm not sure who first said that—and my Bartlett's can't help—but it makes me think of both brave rebellion and shocking terrorism. It seems to condone not just fighting against the powers-that-be, but fighting dirty.

This is my last column as President of the Council. I've been proud to be your President for the last three years—and it's time to move on, to let some new leadership step forward. On my way out the door, though, I'd like to stir up some trouble, just to stay true to my Chicago Irish roots. You can't fight the powers that control the University—in the end, Jack Peltason, the Chancellors, the Regents and Governor Wilson pack a greater punch than our little Union does. But you can't quit fighting, or they'll run you over. Applying the second adage is a bit more problematic, but to some extent, the University's present troubles are an opportunity—not just for the University Council, but for all those who would like to see a shift in the University's priorities.

University administrators don't see it that way—what we need in this time of crisis, they tell us, is loyal employees, willing to sacrifice so that the excellence of the University of California will be preserved. The UC-AFT has always campaigned for excellence in education—so shouldn't we all be pulling together? But if you look closely at the decisions the administrators are currently making, it's clear that "excellence" might not mean the same thing to everyone at the University. Students will pay higher fees, which means that access to the UC will be restricted. Undergraduate programs are being cut. Libraries aren't buying as many books. One Political Science instructor at UCLA is offering his lectures on video—instant playback, so that twice as many students can enroll in the course. These are the solutions that preserve excellence?

Let's think about making different decisions, in order to preserve a different species of excellence. What if students and their needs had priority over buildings, real estate deals, administrative salaries, specialized research? The *LA Times* actually suggested decentralizing the systemwide administration—a provocative solution. What if the University eliminated all systemwide positions and sold that office building in Oakland? What if it postponed various building projects, until the fiscal picture looked brighter? How about suspending planning for that 10th campus, until we meet the needs of students on the present 9 campuses? Old suggestions, I know. But they're crucial now—because the budget problems mean the University will change. The question is how it will look afterward.

Some powerful people have a clear picture of the University they'd like—a leaner, meaner institution. It will admit a smaller and more elite group of California's young people. It will still produce notable research, and conduct its business in lovely settings. And it will still be run like a good

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UNIVERSITY COUNCIL-AFT
PERSPECTIVE

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WHERE SHOULD WE CUT
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and often confusingly presented UC financial data available in the "University of California Financial Report," and the Budget for Current Operations (the "Regents' budget").

Schwartz published his findings in two papers, "Looking into the UC Budget: Report #1" (December 10, 1992) and "Looking into the UC Budget: Report #2" (January 4, 1993). Both are available from him at the Dept. of Physics. He calculates that the total expenditure for administration (central management at both the UC and campus levels) was at least \$523 million in 1991-92, while the amount spent on instruction (faculty and their support staff) was approximately \$1.636 million. The total UC expenditure, covering all operations but the D.O.E. funded laboratories, amounted to \$6.792 million.

If the 8629 staff employed in general administration and institutional support in 1991-92 could be cut in half, reducing it close to the 3437 employed in those categories in 1966-67, the University would save over \$260 million, or \$1600 per student.

Obviously, some categories in the area of institutional support would need to grow more or less in proportion to the size of the instructional staff, and there are some new areas of administrative activity, such as compliance with affirmative action requirements and collective bargaining, which were not part of administrative responsibilities 25 years ago. On the other hand, these two functional areas (general administration and institutional support) do NOT include such things as maintenance of the physical plant, libraries, or student services. A careful analysis by independent management consultants would be necessary to determine the precise extent of the waste involved. But the prima facie evidence

suggests that the growth in administration has been far in excess of what could be expected based simply on the needs generated by the increase in students and instructional staff.

Given the general arrogance of University administration and its lack of accountability, demonstrated by most recently by the Regents' scandalous handling of top-level executive compensation packages, only the naive will still believe that the Regents and University administration are especially frugal or concerned about eliminating waste and excess costs.

Meanwhile, it is the students, faculty and academic support staff which suffer from the shortfalls and skewed priorities in the UC budget. It is time for an independent study, and a radical "downsizing" of the UC administration.

[The accompanying tables are taken from Report #2.]

TABLE 1

FINANCIAL CATEGORIES

The data in the documents used by Prof. Schwartz are grouped and tallied by function, according to a numerical classification code. In his calculations for the growth of general administration, he used only categories 66 and 72. A partial outline of this scheme is as follows.

- 40 Instruction (faculty and supporting staff at the departmental level)
- 41 Summer Session
- 42 Teaching Hospitals
- 43 Academic Support (museums, clinics, labs, shops, academic computing)
- 44 Research
- 60 Libraries
- 61 University Extension
- 62 Public Service (Arts and Lectures, Cooperative Extension)
- 64 Maintenance and Operation of Physical Plant
- 66 General Administration (campus- and system-wide management)
- 68 Student Services (cultural, recreational, counseling, placement, admissions, health)
- 72 Institutional Support (campus- and system-wide supervision and services)
- 76 Auxiliary Enterprises (stores, cafeterias, residences, parking, intercollegiate athletics)
- 78 Student Financial Aid
- 80 Provisions for Allocation

TABLE 2

UC STAFF & STUDENTS (FTE) AS BUDGETED OVER 25 YEARS

YEAR	Total Staff	Instr.Staff	Gen.Admin.	Inst.Supp.	Academics	Students
1991-92	68024	21375	4000	4629	16629	156371
1986-87	61986	19573	3361	3959	15268	141846
1981-82	57454	17873	2991	3441	14001	127985
1976-77	52625	16452	2710	3137	13157	119369
1971-72	41348	14168	2274	2826	11273	98904
1966-67	33305	13301	1795	1642	9908	79293

TABLE 3
GROWTH IN UC STAFF AND STUDENTS (FTE) OVER 25 YEARS

Increase over the last 5 years	
Students	 10%
Academics	 9%
Instr.Staff	 9%
Total Staff	 10%
Gen.Admin.	 19%
Inst.Supp.	 17%
Increase over the last 10 years	
Students	 22%
Academics	 19%
Instr.Staff	 20%
Total Staff	 18%
Gen.Admin.	 34%
Inst.Supp.	 35%
Increase over the last 15 years	
Students	 31%
Academics	 26%
Instr.Staff	 30%
Total Staff	 29%
Gen.Admin.	 48%
Inst.Supp.	 48%
Increase over the last 20 years	
Students	 58%
Academics	 48%
Instr.Staff	 51%
Total Staff	 65%
Gen.Admin.	 76%
Inst.Supp.	 64%
Increase over the last 25 years	
Students	 97%
Academics	 68%
Instr.Staff	 61%
Total Staff	 104%
Gen.Admin.	 123%
Inst.Supp.	 182%

NEW UNFAIRS
Continued from page 1

dates would be set at the end of Fall quarter/semester, and where necessary to complete the academic year, retiring employees would be temporarily hired back. Somebody blew it, however, and when implementation regulations were issued, Unit 18 (Lecturers) employees were told they must retire November 1, smack in the middle of the academic term. When the employees and the UC-AFT pointed out this problem expecting easy resolution, the bureaucrats responded with their own solution: VERIP participants should volunteer their labor (or cancel their classes) for the balance of the Fall term. Also, just to make sure that things stayed screwed up, they refused to engage in talks with the Union over the problems and directed that no retiring Unit 18 employee could be hired back until January 1, 1993! The Union responded by filing with PERB.

Merit

The ongoing "merit" unfair labor practice charge stems from administrative mischief at Santa Barbara in 1991-92 when the University was particularly active in its response to budget problems by cheating employees out of their well-deserved merit awards (see related story this issue). At Santa Barbara, clever administrators took the system postponement of merit payments one step further. To make sure they would never again have to be "bothered" with lecturer merit issues, the Administration simply enacted what amounted to a "no merit" policy ignoring both the contract and the Academic Senate.

The Union's resulting unfair labor practice charge was heard by PERB in November with a decision from the Administrative Law Judge expected shortly.

* * * * *

LECTURER CONTRACT READY FOR RATIFICATION

As your chief Negotiator I will soon be recommending a contract for your ratification. Getting to this point has not been easy. At the end of last spring, we were at impasse with the University. They had threatened to reduce our benefits and reopen the entire contract. We were unwilling to waive our right to bargain over future changes in our conditions of employment without seeing them first or waive our right to strike without getting something substantial in return.

Since I have written about our contract issues in *UC-AFT Perspective* and several other forums over the past year, I am hesitant to go into great detail about the agreement that we are proposing for your ratification. If you do have questions about the changes, please do not hesitate to call.

However, some important points should be mentioned. First, the contract that we are proposing will have simultaneous reopener dates for both the University and the UC-AFT. (In the past they had 30 days to figure out how to open and retaliate after they saw our proposal.) We still have a no strike clause which does not make most of us very happy, but it now is balanced as in most union contracts with "No Lockout" provisions and we took out some of the most insulting language in the previous article. We have accepted the University approach which ties our benefits to other units such as ladder faculty and reduced the areas that we waive the right to bargain over. The University has accepted our demand to recognize our right to new family leave benefits under California State law (though hopefully we will soon be getting better rights in this area because of the Clinton Administration).

Finally, we have won major concessions from the University in regard to the completeness, accessibility, and timeliness of lists of University employees covered by our bargaining unit. In the past, our re-

cruitment efforts have been severely hampered by inadequate information about new university hires. New arrangements will halt the practice of requiring our members who work only some quarters of the year or who take off for the summer to rejoin the union after each break in service. The dues check-off form is being simplified to allow for its easier use in recruitment activities.

Under better conditions, we might have opted to hold out for more improvements in our contract. However, given the current funding crisis of the University, I share with our bargaining team, Labor Consultant Ed Purcell, and our President Susan Griffin a belief that we need to finally close out last year's negotiations so that we can focus more attention on more pressing problems such as layoffs. It is my firm belief that significant improvements in our contract, beyond those that we have already achieved, will come more from our union's ability (in coalition with students and others) to affect legislative changes in the state budget, labor laws, and structure of University governance than through a protracted struggle at the bargaining table.

Consequently, I strongly urge your ratification of the tentative agreement we have signed with the University. I equally encourage you to get involved in the kinds of local organizing and statewide legislative work which can really secure us more reasonable conditions of employment. On behalf of your bargaining team, thank you for your patience and support during this difficult year and a half of bargaining.

Michael E. Rotkin
UC Santa Cruz
Chief Negotiator, Unit 18

BULLETIN:

As this issue of *UC-AFT Perspective* was going to press, the revised Lecturer contract was being sent to the locals for ratification.

From the President
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corporation—from the top, with all the executive privilege necessary to capture those top administrators. It will be a jewel that Californians can be proud of, even as they have little or no access to it.

Or the University could move in the opposite direction, in response to its own fiscal crisis, and the general crisis in the state. It could become more student-centered, conducting research but also focused on transforming the next generation, giving California more educated citizens. It could get lean and mean about things like marble floors and expensive parties and administrative excess. It could be a more pedestrian place, but one connected to the real life of most Californians, involved in solving our real problems.

I'm not jumping up and down here, in secret Irish glee, over the troubles our University currently faces. But they are an opportunity for change. Let's take advantage of that.

Susan Griffin
UCLA
UC-AFT President

LIBRARIANS
CONTRACT NOW
DISTRIBUTED

The revised MOU covering librarians (Unit 17) has now been printed and distributed through campus administrative channels. If you are a librarian covered by the contract and have not yet received a copy, contact your local union representative.

UNION WINS FIRST EVER CONTRACT ARBITRATION

Continued from page 1

has ruled that, contrary to University assertions, certain merit disputes are subject to arbitration under the UC-AFT contract. Stating a simple but irrefutable logic, Askin ruled that while the University has broad leeway to determine who receives merit based on the quality of her/his work, once awards are made, they become "salary" under the collective bargaining agreement. Further, salary disputes are arbitrable.

The Askin award was actually the second significant setback for the University in this case. Several months earlier, an Alameda County Judge had order the University to proceed with the arbitration of several related merit cases simultaneously, over strenuous University objections.

According to UC-AFT Labor Consultant Edward Purcell, the first merit case is an important stepping stone for future actions. "Because

the University ultimately paid 1990-91 merits," Purcell says, "no useful remedy for the initial delay is now readily available. However, in finding at least certain merit claims arbitrable, Askin has given the Union a powerful new weapon to fight similar difficulties in the future. The decision also sends a strong signal to the University that it cannot act unilaterally in this area in the future without Union involvement."

Union Dues Deductions

In a second case, Arbiter John Kagel has found the University in violation of the Unit 18 contract in the way it has historically handled UC-AFT dues deductions. Specifically, the University's practice of cancelling union dues deductions without express written authorization by the employee has been outlawed.

"Dues collections are literally the life blood of any union," explains consultant Purcell who presented

the UC-AFT case in both arbitration hearings. "Without those resources, the Union's ability to represent and defend its members is substantially undermined.

"UC administrators knew exactly what they were doing for years in confusing the dues deduction process so that the Union could never be sure what is membership or dues deduction base would be. Further, over the years," Purcell says, "the Union has lost tens of thousand of dollars because of the University's unilateral cancellation of deductions and general manipulations."

If you consider yourself a UC-AFT member but have not experienced regular dues deductions -- regardless of your employment status (leave, reappointment, movement in and out of the unit, etc.) please contact your local UC-AFT so that these problems can now be addressed in light of the Kagel decision.

University should have engaged in a "meet and discuss" with the Union about the effects of the layoff.

More recently, in a January memo, Albert Harrison, the Executive Associate Dean, notified department chairs that "it is doubtful that we will be able to continue a pattern whereby a series of six one-year contracts is followed by a continuing series of three-year contracts" and that the "transition from a one-year to a three-year contract may become very rare." Without a strong effort by union members, there may soon be no lecturers left. Lecturers receiving similar letters need to tell their Union officers so that we can continue working toward holding the University to the terms of our collective bargaining agreement.

Margaret Eldred
Campus Writing Center
UC Davis

Ed Purcell, UC-AFT's Labor Consultant, says it sounds as if the University is trying to change the terms of the contract without first discussing it with the Union. He has filed an amendment to the pending Berkeley Unfair Labor Practice charge, arguing that "the University's decision to discontinue the employment of the 23 is based on criteria different from and in addition to those provided in the Unit 18 collective bargaining agreement." In addition, he says that the

LAYOFFS: QUESTIONS & ANSWERS

Q. How bad is the layoff threat in the University of California?

A. Without question, the University has suffered cut-backs in funding from the State, cut backs which are likely to continue in fiscal year 1993-94 as the State budget for the current fiscal year amasses a multi-billion dollar deficit. Unlike most state-funded programs, however, UC obtains the major portion of its funding from non-state sources including student fees. This non-state funding serves to protect UC from the worst case scenario which is increasingly the case in other agencies and the CSU system.

Q. Why then is there so much talk of layoffs?

A. Some layoffs have already occurred in Unit 18 (Lecturers) and a larger number of lecturers have not received reappointment due to real or imagined budget problems. So far, libraries have been spared through the manipulation of vacant positions.

The cut backs which have occurred are more the result of administrative preference than necessity. Historically, tight budget times have always been used by higher education administrators as the excuse to remake academic program in ways that would not be found acceptable absent financial "exigency." The same now appears to be happening in the UC as the budget is used as an excuse to eliminate long-term lecturers and reconfigure academic program.

Q. Will the Union contracts protect me?

A. Both the Unit 17 (Librarians) and 18 (Lecturers) collective bargaining agreements contain layoff clauses which will offer procedural protection to those facing layoff. UC-AFT will vigorously enforce that contract language. Among the specific requirements are reasonable notice periods to employees facing separation and notice to the Union so that it may discuss the "impact" of the proposed layoffs with the Administration in the hope of mitigating them. The contracts do not prohibit layoffs, however. Instead they seek to dissuade the administration from arbitrary and capricious action.

Q. What happens if my contract is not renewed?

A. Under certain circumstances, the University has the right to discontinue the employment of temporary employees by not reappointing them at the end of a specified contract period. Non-reappointment may even be appropriate when the underlying cause is a lack of funds, but we know from experience that in many cases the lack of funds is merely being used as a pretext, and the non-renewals are not being carried out in accordance with the contract. For instance, after a continuing instructional need has been found, the Union believes that an administrator can not simply halt the reappointment due to an alleged lack of funds. This is particularly true when the alleged lack of funds involves a potential problem still several years away. Such problems are already being challenged by the Union in unfair practice proceedings before PERB.

Q. How does a non-renewal differ from a layoff?

A. A non-renewal or failure to reappoint leads to a termination of employment at the end of a previous contract. A layoff terminates (or reduces) employment during the term of an existing employment agreement (including career status librarians).

Q. What are my grievance rights?

A. Grievance rights on appointment issues are unfortunately limited due to the University's refusal to bargain contractual enforcement remedies. For layoff problems, however, both librarians and lecturers have full grievance/arbitration rights.

Q. What should I do if I get a layoff notice or am told that I won't be reappointed because of budget problems?

A. Contact your campus UC-AFT Local to make sure it knows what's happening. Advice will be given and options for legal action, if possible, discussed. Also, make sure you read your collective bargaining agreement to understand its procedural requirements. Don't delay. The contracts provide for specific time limits which must be followed if action is to be taken.

23 LECTURERS RECEIVE LAYOFF NOTICES AT UCD

Last June, twenty-three lecturers teaching Tier 2 and Tier 3 courses (courses not required for graduation) at UCD received layoff notices or notices of nonrenewal of appointment. The letter sent to these lecturers claims that the University's "current financial prospects compel us to serve this notice." But several lecturers receiving notices teach in self-supporting programs, such as the music practice courses. Others had received official letters from the Office of the Dean just a day or so previously notifying them that they had been awarded three year reappointments; reappointments are only offered after programs undergo a needs assessment. One lecturer, who had been teaching a course required of graduate students, said that her department chair is wondering how he will be able to staff the course next year. These circumstances make us wonder how much the University is motivated by money.

In a related issue, several lecturers awarded a second three-year appointment noticed that their new reappointment letters contained one sentence not in their first letters. The new letters say bluntly that "This appointment will terminate automatically on June 30, 1996 without further action or notice." The Office of the Dean says that this sentence was inserted because it is required by the MOU, a position that the Union questions.

Ed Purcell, UC-AFT's Labor Consultant, says it sounds as if the University is trying to change the terms of the contract without first discussing it with the Union. He has filed an amendment to the pending Berkeley Unfair Labor Practice charge, arguing that "the University's decision to discontinue the employment of the 23 is based on criteria different from and in addition to those provided in the Unit 18 collective bargaining agreement." In addition, he says that the